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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE
CARRIER IQ, INC.,
CONSUMER PRIVACY LITIGATION

No. 12-md-2330-EMC

**NOTICE OF FILING AMENDED
STIPULATION OF SETTLEMENT AND
RELEASE**

1 **TO THE COURT AND ALL PARTIES AND TO THEIR ATTORNEYS OF**
2 **RECORD:**

3 PLEASE TAKE NOTICE that the parties have executed the Amended Stipulation of
4 Settlement and Release. A true and correct copy is attached hereto as Exhibit 1.

5
6 DATED: February 29, 2016

PEARSON, SIMON & WARSHAW, LLP

7
8 By: /s/ Daniel L. Warshaw

DANIEL L. WARSHAW

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Plaintiffs' Interim Co-Lead Counsel

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EXHIBIT 1

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*Attorneys for Defendant
Carrier IQ, Inc.*

[Additional signatures below]

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION
17

18 *In re Carrier IQ, Inc. Consumer Privacy*
19 *Litigation*

20 [This Document Relates to All Cases]
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Case No. C-12-md-2330-EMC

**AMENDED STIPULATION OF
SETTLEMENT AND RELEASE**

28 STIPULATION OF SETTLEMENT AND
RELEASE

Case No. C-12-md-2330-EMC

1 identified on the Wireless Provider account of another person (such as the Wireless Provider
2 account of a family member or spouse) by the telephone number assigned to it.

3 e. “CAFA Notice” means the notice to be sent by Defendants to appropriate
4 federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005,
5 28 U.S.C. § 1715(b) (“CAFA”), within ten (10) days after the Motion for Preliminary Approval is
6 filed with the Court.

7 f. “Carrier iQ Software” means the software at issue in this Action, or any of
8 its constituents, including but not limited to the so-called IQ Agent and CIQ Interface.

9 g. “Claim” means a claim submitted to the Settlement Administrator pursuant
10 to the Claims Program established by this Agreement.

11 h. “Claim Form” means the document made available pursuant to the
12 provisions of the Notice Plan that a Class Member must submit, subject to the provisions of this
13 stipulation, in order to obtain benefits under this Settlement Agreement. The Claim Form shall be
14 substantially in the form set forth in Exhibit A to this Agreement.

15 i. “Claims Period” means that period of time that expires sixty (60) days
16 from the Class Notice Date.

17 j. “Claims Program” means the procedure set forth in paragraphs 26-35 for
18 submitting and processing Claims.

19 k. “Class Counsel” means Hagens Berman Sobol Shapiro LLP and Pearson
20 Simon & Warshaw, LLP.

21 l. “Class Member” means any Person who is included within the definition of
22 the Settlement Class and who does not validly and timely request exclusion from the Settlement
23 Class, in accordance with the provisions of the Notice Plan.

24 m. “Class Notice” means the Notice of Class Action Settlement as approved
25 by the Court in its Preliminary Approval Order. The Settlement Administrator, in consultation
26 with Class Counsel, shall prepare two forms of Class Notice: the Short Form Notice of Proposed
27 Class Action Settlement and the Long Form Notice of Proposed Class Action Settlement.

1 n. “Class Notice Date” means the date that the Class Notice is first
2 disseminated, as certified by the Settlement Administrator.

3 o. “Class Period” means the period of time between December 1, 2007 and
4 the date of entry of the Court’s order granting preliminary approval of the Settlement.

5 p. “Court” means the United States District Court for the Northern District of
6 California.

7 q. “Covered Mobile Device” means a telephone or tablet manufactured or
8 marketed by any Manufacturer Defendant that was equipped with Carrier iQ software at the time
9 of sale to end users of the Covered Mobile Device.

10 r. “Defendants” means and includes Carrier iQ, Inc.; HTC America, Inc.;
11 HTC Corporation; Huawei Device USA, Inc.; LG Electronics MobileComm U.S.A., Inc.; LG
12 Electronics, Inc.; Motorola Mobility LLC; Pantech Wireless, Inc.; Samsung Electronics America,
13 Inc.; and Samsung Electronics Co., Ltd.

14 s. “Effective Date” means either: (a) the date of the Order of Final Approval
15 of this Agreement by the Court, if no objections are timely filed; (b) the expiration date of the
16 time for filing notice of any appeal from the Order of Final Approval by the Court if any timely
17 objections are filed but no appeal is filed; or (c) if an appeal is filed, the latest of (i) the date of
18 final affirmance of that Order of Final Approval (ii) the expiration of the time for a petition for
19 writ of certiorari to review the Order of Final Approval if affirmed and, if the certiorari is granted,
20 the date of final affirmance of the Order of Final Approval following review pursuant to that
21 grant; or (iii) the date of final dismissal of any appeal from the Order of Final Approval or the
22 final dismissal of any proceeding on certiorari to review the Order of Final Approval that has the
23 effect of confirming the Order of Final Approval.

24 t. “Eligible Claimant” means a Class Member who submits a Claim Form,
25 and substantially all information and materials as described therein, within the time limits set
26 forth in this Agreement.

27 u. “Final Approval Hearing” means the hearing to be requested by the parties

1 and conducted by the Court, following appropriate notice to the Class and an opportunity for
 2 Class Members to exclude themselves from the Class, at which time Plaintiffs will request the
 3 Court to finally approve the fairness, reasonableness, and adequacy of the terms and conditions of
 4 this Agreement and to enter an Order of Final Approval and Final Judgment. The Final Approval
 5 Hearing shall be no earlier than sixty (60) days after the CAFA Notice date.

6 v. “Final Approval Motion” or “Motion for Final Approval” means Plaintiffs’
 7 motion seeking final approval of this Agreement.

8 w. “Final Judgment” means the judgment dismissing with prejudice all claims
 9 asserted against Defendants in the Action, which shall be entered following the Final Approval
 10 Hearing.

11 x. “Gross Settlement Fund” means the total amount of funds that Defendants,
 12 and/or, as applicable, their insurer(s), shall pay to resolve the Released Claims by the Named
 13 Plaintiffs and the Class Members. The Gross Settlement Fund shall be the sum of Nine Million
 14 U.S. Dollars (\$9,000,000.00), plus the interest that is earned after the money is transferred by the
 15 Defendants to the Settlement Administrator. Defendants’ responsibility to pay any amounts in
 16 settlement, including but not limited to payments to the Named Plaintiffs or former Named
 17 Plaintiff Matthew Hiles; to Class Members; for attorneys’ fees, costs, and expenses; for any fees
 18 or costs of the Settlement Administrator; or for any taxes shall not exceed their contributions to
 19 the Gross Settlement Fund.

20 y. “Manufacturer Defendants” means HTC America, Inc.; HTC Corporation;
 21 Huawei Device USA, Inc.; LG Electronics Mobile Comm U.S.A., Inc.; LG Electronics, Inc.;
 22 Motorola Mobility LLC; Pantech Wireless, Inc.; Samsung Electronics America, Inc.; and
 23 Samsung Electronics Co., Ltd.

24 z. “Net Settlement Fund” means the settlement funds that are available for
 25 distribution to the Eligible Class Members, or, as applicable, to the *cy pres* recipients as
 26 designated herein, and specifically constitutes the Gross Settlement Fund less: (a) the service
 27 awards addressed in paragraph 36 below for the Named Plaintiffs and former Named Plaintiff

1 Matthew Hiles for their efforts in bringing and prosecuting this matter; (b) the payment of
 2 attorneys' fees, not to exceed twenty-five percent (25%) of the Gross Settlement Fund, together
 3 with actual costs and expenses of suit to Class Counsel and Plaintiffs' Executive Committee
 4 Members for distribution to their firms and Plaintiffs' Executive Committee members, at the sole
 5 discretion of Class Counsel, as set forth in paragraph 37 below; (c) the Settlement Administrator's
 6 fees and costs of notice, and the administration of this Settlement, as addressed in paragraph 38
 7 below; and (d) taxes, if any, as addressed in paragraph 39 below.

8 aa. "Notice of Proposed Class Action Settlement" means the Court-approved
 9 written notice to Class Members.

10 bb. "Notice Program" means the notice program set forth and described in
 11 Exhibit B to this Settlement Agreement, which program shall be effected following issuance of
 12 the Preliminary Approval Order by the Court.

13 cc. "Objection Deadline" means the date sixty (60) days after the Class Notice
 14 Date.

15 dd. "Opt-Out Deadline" means the date sixty (60) days after the Class Notice
 16 Date.

17 ee. "Order of Final Approval" means the order issued by the Court in response
 18 to the Final Approval Motion following the Final Approval Hearing, granting final approval of
 19 this Agreement.

20 ff. "Parties" means the Named Plaintiffs and the Defendants.

21 gg. "Plaintiffs" or "Named Plaintiffs" means and includes Patrick Kenny,
 22 Daniel Pipkin, Jennifer Patrick, Dao Phong, Ryan McKeen, Leron Levy, Luke Szulczewski,
 23 Michael Allan, Gary Cribbs, Shawn Grisham, Bobby Cline, Mark Laning, Clarissa Portales,
 24 Douglas White, Eric Thomas, Brian Sandstrom, and Colleen Fischer.

25 hh. "Preliminary Approval Date" means the date of the Preliminary Approval
 26 Order.

27 ii. "Preliminary Approval Motion" or "Motion for Preliminary Approval"

means the Named Plaintiffs' motion seeking preliminary approval of this Agreement, which shall include a copy of this Settlement Agreement.

jj. "Preliminary Approval Order" means the Court's Order preliminarily approving this Agreement, setting a date for the Final Approval Hearing, and providing for notice of the Settlement Agreement to be sent to the Class Members.

kk. "Released Claims" refers to all claims released by Releasing Parties as described in paragraph 53 below.

ll. "Released Parties" means the Settlement Administrator, the Defendants and each and all of their past, present, and future parents, subsidiaries, affiliated companies and corporations, and each and all of their past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each and all of their executors, successors, assigns, and legal representatives.

mm. "Releasing Parties" means Named Plaintiffs and all Class Members who do not validly and timely request to be excluded from the proposed Settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives.

nn. "Settlement Administrator" means Gilardi & Co, LLC, which, if approved by the Court, shall serve as the Settlement Administrator for the settlement of the Action and shall also be responsible for providing notice to the Settlement Class of this Settlement, and of the preliminary and final approval thereof, as set forth herein.

oo. "Settlement Class" means all persons in the United States who, during the Class Period, purchased, owned, or were an Authorized User of, any Covered Mobile Device.

pp. "Settlement Payment" means a one-time *pro rata* cash payment from the Net Settlement Fund proceeds that Eligible Claimants are entitled to receive if they do not opt out of the Settlement, and if such proceeds are available for distribution per the terms of paragraphs 26-31 below.

3. This is an MDL matter (“Consolidated Action”), the constituent cases of which were transferred to the above-referenced Court for consolidated or coordinated pre-trial proceedings following the filing of some 72 lawsuits against various combinations of defendant Carrier iQ, network carriers and the Manufacturer Defendants, regarding the presence and operation of Carrier iQ Software on consumer devices. The Named Plaintiffs in this proceeding were plaintiffs in some of those 70-plus actions. The TCAC, which Plaintiffs will file on January 22, 2016, like the Second Consolidated Amended Complaint before it, asserts claims against the Defendants for violation of the Federal Wiretap Act, various state privacy and wiretap acts, various state consumer protection acts, the Magnuson-Moss Warranty Act, and the implied warranty of merchantability under various state laws.

5. Plaintiffs and Class Counsel, and all Defendants and their counsel, have participated in an extensive alternative dispute resolution (“ADR”) process that was overseen by the Hon. James Larson (U.S.M.J. Ret.) (the “ADR Process”). As part of this process, the Court allowed Plaintiffs to propound pre-ADR interrogatories and requests for production to all Defendants that Plaintiffs had served or that had waived service, and the referenced Defendants responded to these discovery requests by providing written answers, responses, and documents. Carrier iQ also provided additional voluntary discovery during the ADR Process concerning the operation of its software on devices manufactured to operate on each of the U.S. wireless networks with which Carrier iQ had commercial relationships: AT&T Mobility, Sprint, Cricket, and T-Mobile. Five in-person mediation sessions took place before Judge Larson on November 12, 2014; December 16, 2014; March 17, 2015; April 27, 2015; and September 28, 2015. All

1 Parties attended all five of these sessions (except that Pantech Wireless attended the November
2 12, 2014 session by phone).

3 6. Prior to the ADR Process, the Action was extensively litigated, including by way
4 of: a motion to refer all of Plaintiffs' claims to arbitration pursuant to arbitration provisions in the
5 Named Plaintiffs' (except for Jennifer Patrick's) contracts with wireless service providers; a
6 motion to stay proceedings following the denial of the foregoing motion; and a motion to dismiss
7 all of Plaintiffs' claims. Also, all Defendants (except Motorola), appealed to the U.S. Court of
8 Appeals for the Ninth Circuit from the decision denying their motion to compel arbitration. That
9 appeal remains pending, though the Defendants have agreed to dismiss that appeal as part of this
10 Settlement.

11 7. In addition to answering and responding to Plaintiffs' pre-ADR interrogatories and
12 requests for production (and producing documents in response to the latter), all Defendants that
13 moved to compel arbitration answered and responded to written discovery the Court allowed
14 Plaintiffs to conduct in the course of responding to Defendants' motion to compel arbitration.
15 Defendant Carrier iQ additionally produced documents in response to that discovery. Also, as
16 part of that process, Plaintiffs propounded discovery requests to Google Inc. and to their Wireless
17 Providers. These entities responded by producing documents (Google and AT&T Mobility) and
18 written answers and responses (Google, AT&T Mobility, Cricket, and Sprint). During this
19 process, Plaintiffs filed and prevailed in part upon motions to compel as to the Defendants and
20 Google.

21 8. During the pendency of this case, Class Counsel have conferred with consulting
22 experts; conducted extensive factual and legal research; and have reviewed and analyzed
23 discovery answers and responses, and documents, produced by the Defendants and by non-parties
24 Google, AT&T Mobility, Cricket, and Sprint. Additionally, Class Counsel requested, and
25 defendant Carrier iQ has provided, information regarding Carrier iQ's financial condition and its
26 ability to satisfy a judgment in this case, as well as its ability to contribute funds to settle this
27 matter. Class Counsel reviewed and analyzed the financial data provided by Carrier iQ as part of

1 the process of reaching the Settlement memorialized hereby.

2 9. At all times, the Parties have negotiated vigorously with each other and at arm's
3 length. The Parties have investigated the facts relating to the claims alleged in Plaintiffs' Third
4 Consolidated Amended Complaint (and the versions of the complaint that preceded it) and have
5 made a thorough study of the legal principles applicable to the claims asserted against
6 Defendants, as well as settlements of other analogous class action lawsuits. Based upon Class
7 Counsel's investigation, legal evaluation, and taking into account the contested legal and factual
8 issues involved, including the Parties' assessment of the uncertainties of litigation and the relative
9 benefits conferred upon the Class Members pursuant to this Agreement, Class Counsel have
10 concluded that this Settlement with Defendants on the terms set forth in this Agreement is fair,
11 reasonable, adequate, and in the best interests of the Plaintiffs and the Class Members.

12 10. The Parties acknowledge that notice to the Class Members of the material terms of
13 this Agreement, as well as Court approval of the Agreement, are required to effectuate the
14 Agreement, and that the Agreement will not become operative until the Court grants final
15 approval of it and the Agreement becomes effective.

16 11. The Defendants have asserted, or would assert, numerous defenses to the claims
17 alleged in Plaintiffs' Third Consolidated Amended Complaint, and they expressly deny each of
18 the claims and allegations asserted against them and any and all liability arising out of the
19 conduct alleged in this Action. Defendants assert that these claims are subject to arbitration under
20 Plaintiffs' service contracts with AT&T Mobility, Sprint, Cricket, and also would be subject to
21 arbitration under T-Mobile's service contracts. Defendants assert that the Carrier iQ software
22 installed on the Named Plaintiffs' and Class Members' Mobile Devices during the Class Period
23 did not violate any law, and they deny that either the Named Plaintiffs or Class Members suffered
24 any cognizable injury as a result of their conduct. By entering into this Agreement, Defendants
25 do not admit any wrongdoing, and this Agreement, therefore, shall not constitute an admission of
26 liability by any of the Defendants. Rather, Defendants are settling this matter solely to avoid the
27 cost and burden of continued litigation.

12. NOW THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the undersigned Parties, that this Action shall be settled, subject to the approval of the Court, pursuant to the following terms and conditions:

CERTIFICATION OF SETTLEMENT CLASS

13. The Parties to this Agreement agree that this Action shall be certified and proceed as a class action solely for purposes of settlement under Fed. R. Civ. P. 23(e), in accordance with the requirements of Fed. R. Civ. P. 23(b)(3) as to all Defendants and, as to Carrier iQ only, also under Fed. R. Civ. P. 23(b)(2). The Settlement Class shall consist of all Settlement Class members, with the Named Plaintiffs as the Settlement Class representatives and Class Counsel as counsel for the Settlement Class.

14. This Agreement and certification of the settlement class is for settlement purposes only, and neither the fact of, nor any provision contained in, this Agreement or its Exhibits, nor any action taken hereunder, shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim or any fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action or proceeding of any wrongdoing, fault, violation of law, or liability of any kind on the part of any of the Defendants, or admission by any of the Defendants of any claim or allegation made in this Action or in any other action or proceeding. This Agreement shall, however, be admissible in any other action or proceeding to enforce the terms of the Agreement.

15. Any certification of a conditional, preliminary, or final Settlement Class pursuant to the terms of this Agreement shall not constitute, and shall not be construed as, an admission on the part of any of the Defendants that this Action, or any other proposed or certified class action, is appropriate for class treatment pursuant to Fed. R. Civ. P. 23 or any similar state or federal class action rule or statute outside the settlement context. This Agreement is without prejudice to the rights of the Defendants to: (1) oppose final certification in this Action should this Settlement not be approved or implemented for any reason; (2) oppose certification in any other proposed or certified class action; or (3) use the certification of this Settlement Class to oppose certification of

1 any other proposed class action arising out of the issues and claims that are asserted herein.

2 16. In the event this Stipulation is terminated pursuant to its own terms, or a Final
3 Approval of the Settlement for any reason does not occur, the Settlement Class defined herein
4 shall cease to exist and the Action shall proceed as if no Settlement Class or Agreement had ever
5 existed, and Defendants shall not have waived any and all rights they might have to oppose class
6 certification, and to defend themselves against the allegations of Plaintiffs' Third Consolidated
7 Amended Complaint.

8 **SUBMISSION FOR PRELIMINARY APPROVAL**

9 17. Following execution of this Agreement, the Plaintiffs, at a time to be mutually
10 agreed-upon by the Parties, or as ordered by the Court, Class Counsel shall submit this
11 Agreement to the Court by way of a Motion for Preliminary Approval.

12 **RELIEF TO THE CLASS**

13 **INJUNCTIVE RELIEF TO THE CLASS BY CARRIER iQ**

14 18. Carrier iQ represents and warrants that prior to the Asset Sale, Carrier iQ made the
15 modifications to the Carrier iQ Software set forth in paragraphs 19-20 and 22 below, and that it
16 performed as set forth in paragraph 21 below.

17 19. iQ Agent notification messages. Carrier iQ developed the technical capability to
18 offer all wireless carrier customers in the United States the capability to limit iQ Agent
19 notification messages – messages that are sent to provide instructions to the Carrier iQ software
20 embedded on handsets – to a specific destination port on cellular devices. When this capability is
21 enabled, the iQ Agent would receive notification messages only from the destination port
22 designated by the wireless carrier. This port would be separate from the port used when a
23 consumer sends text messages via SMS.

24 20. Metrics relating to Uniform Resource Locators (“URLs”). No Carrier iQ
25 customers at the time of the Asset Sale were using the Carrier iQ software to collect metrics
26 relating to URLs visited by users of handsets on which Carrier iQ software is installed. Prior to
27 the Asset Sale, Carrier iQ had the capability to offer the following privacy safeguards to be used

1 in combination, to any Carrier iQ wireless carrier customer in the United States requesting URL
2 metrics:

3 a. Profiles written for the collection of URLs would truncate the collected URL to
4 exclude query strings embedded in URLs and;

5 b. Carrier iQ would enable collection of HTTP URLs for its US carrier
6 customers only when one or both of the following two conditions are met:

7 i. The device from which data is being collected is in a data
8 session on that carrier's data network; or

9 ii. The carrier demonstrates to Carrier iQ that consumers
10 would receive a secondary form of notice that URL data may be collected when the device is not
11 in a data session on the carrier's network.

12 21. Guidance to OEMs. Carrier iQ created guidance in its handset manufacturer
13 Integration Training and Porting Guides concerning the integration of Carrier iQ software onto
14 cellular devices on disabling logging functions that may be used during the debugging process
15 before shipping devices for production.

16 **ERROR REMEDIATION BY CARRIER iQ**

17 22. Carrier iQ has fully remediated a software bug that created the potential for
18 collection of non-human readable, encoded SMS content in level 3 radio data during certain error
19 conditions and will create testing protocols to prevent similar bugs in future deployments.

20 **MONETARY RELIEF FROM ALL DEFENDANTS**

21 23. Establishment of Gross Settlement Fund. Within thirty (30) days after entry of the
22 Preliminary Approval Order, Defendants shall deposit \$1.1 million of the Gross Settlement Fund
23 into a trust account to be held by the Settlement Administrator for the benefit of the Settlement
24 Class as set forth herein. Within ninety (90) days after the Settlement Agreement is fully
25 executed by all parties and Plaintiffs have provided payment instructions to Defendants,
26 Defendants or their Insurers shall deposit the balance of the Gross Settlement Fund, *i.e.*, \$7.9
27 million, into the trust account. The trust account shall be an interest bearing Qualified Settlement

1 Fund pursuant to Internal Revenue Code Section 1.468B-1 with a federally chartered national
 2 bank. Contemporaneous with the signing of this Agreement, Plaintiffs will provide to Defendants
 3 in writing all instructions necessary to effect payment.

4 24. Within thirty (30) days after the Preliminary Approval Date, Defendants shall
 5 execute an election statement provided by the Settlement Administrator which shall be affixed to
 6 the initial tax return of the Qualified Settlement Fund in order to establish the start date of the
 7 Qualified Settlement Fund. The Gross Settlement Fund shall thereafter be administered and
 8 distributed as set forth in this Agreement.

9 25. All interest accrued in the Settlement Administrator's trust account with respect to
 10 the Gross Settlement Fund shall accrue to the benefit of the Class. The monetary relief to the
 11 Class; any service awards to the Named Plaintiffs and former Named Plaintiff Matthew Hiles as
 12 set forth herein; attorneys' fees, costs, and expenses as set forth herein; all fees and expenses of
 13 the Settlement Administrator; any taxes; and any *cy pres* distribution shall be paid from the Gross
 14 Settlement Fund. No portion of the Gross Settlement Fund shall revert to any of the Defendants
 15 at any time, unless, and only if, the Settlement is terminated per the terms of this Agreement or
 16 otherwise does not become effective in that the Effective Date does not occur.

17 **DISTRIBUTION OF PROCEEDS OF NET SETTLEMENT FUND**

18 26. Monetary Relief to Eligible Class Members. The monetary relief set forth in this
 19 Agreement shall be made available to eligible and qualifying Class Members after the Effective
 20 Date of this Agreement. All Class Members will be eligible to submit a Claim Form to the
 21 Settlement Administrator for processing, but any relief will be available to eligible and qualifying
 22 Class Members only as set forth herein. The Claim Form will be substantially in the form
 23 attached hereto as Exhibit A. Claims via an electronic version of the Claim Form may be made
 24 online. For other methods of claim submittal, Claim Forms will be available for download from
 25 the settlement website to be established by the Settlement Administrator as part of the Notice
 26 Program. Additionally, the Settlement Administrator shall establish a toll-free telephone number,
 27 email address, and U.S. mail address whereby Class Members may request Claim Forms. Upon

request by a Class Member via the toll-free telephone number, email, or U.S. mail, the Settlement Administrator shall send that Class Member a Claim Form. Whenever a Claim Form is sent to a Class Member via email or U.S. Mail, a Short Form Notice of Proposed Class Action Settlement (“Short Form Notice”) shall accompany the Claim Form, and that Short Form Notice shall advise of the Internet address for the settlement website, where this Settlement Agreement and the Long Form Notice of Proposed Class Action Settlement (“Long Form Notice”) shall be posted. Class Members who do not complete the electronic version of the claim form online may complete the non-electronic version of the Claim Form and send it back via email, U.S. mail, or a fax number to be established by the Settlement Administrator for this purpose. The email, U.S. mail, and fax numbers for returning the Claim Form shall be printed on the claim form and also shall be available on the settlement website.

27. Order of Payments. Subject to the approval of Class Counsel, the Settlement Administrator shall be paid from the Gross Settlement Fund on a periodic basis for the costs of notice and for settlement administration. Also, within ten (10) business days following the Effective Date, and subject to the Court’s Order of Final Approval, the Settlement Administrator shall make payments from the Gross Settlement Fund for: (a) the service awards as set forth herein and approved by the Court for the Named Plaintiffs and former Named Plaintiff Matthew Hiles for their efforts in bringing and prosecuting this matter; (b) attorneys’ fees, costs, and expenses as set forth herein and approved by the Court (and to be distributed by Class Counsel in their sole discretion); (c) the costs of administration of this Settlement by the Settlement Administrator, including notice-related costs, not already paid to the Settlement Administrator; and (d) any taxes. Once the payments designated above have been made from the Gross Settlement Fund, the balance remaining shall constitute the Net Settlement Fund from which Settlement Payments to Eligible Class Members shall be calculated.

28. Payments to Class Members. Distribution of the Net Settlement Fund to the Class Members shall be on a claims-made basis. As soon as reasonably practicable following establishment of the Net Settlement Fund, and in accordance with the terms of this Settlement

1 Agreement, the Settlement Administrator shall distribute the proceeds of the Net Settlement Fund
 2 to Eligible Claimants on a *pro rata* basis; *provided, however*, that if the pro-rated amount to be
 3 distributed to each Eligible Claimant would be economically unfeasible to distribute due to the
 4 high volume of eligible claims and the cost to process and mail the corresponding volume of
 5 checks to Eligible Claimants, then instead, subject to approval by the Court after notice by Class
 6 Counsel, the entire Net Settlement Fund shall be distributed in three equal portions to the
 7 following three *cy pres* recipients: the Electronic Frontier Foundation, the Center for Democracy
 8 and Technology, and CyLab Usable Privacy and Security Laboratory at Carnegie Mellon
 9 University. The determination that it would be economically unfeasible to distribute settlement
 10 funds to Eligible Claimants shall be made by Class Counsel and Defendants' counsel in
 11 consultation with the Settlement Administrator, if the Settlement Administrator determines and
 12 advises them at the conclusion of the Claims Period that the pro-rated amount to be distributed to
 13 each Eligible Claimant would be less than approximately Four U.S. Dollars (\$4.00) due to the
 14 high volume of eligible claims and the cost to process and mail the corresponding volume of
 15 checks to Eligible Claimants. In the event of any such *cy pres* distribution, Eligible Claimants
 16 shall not receive any proceeds from the Net Settlement Fund.

17 29. Distribution of Settlement Payments. Any Settlement Payments to Eligible Class
 18 Members shall be distributed in the form of a postcard check sent via first class mail, with the
 19 following phrase appearing prominently thereon: "**Settlement Payment Pursuant to Class**
 20 **Action Settlement Approved by the Court.**" For purposes of this mailing, the Settlement
 21 Administrator shall use the addresses specified on the Eligible Claimant's Claim Form.

22 30. Re-Mailing of Returned Settlement Payments. Any Settlement Payment postcard
 23 checks that are returned as non-deliverable with a forwarding address shall be re-mailed by the
 24 Settlement Administrator to such forwarding address within five (5) business days. To the extent
 25 that any such postcard checks are returned as non-deliverable without a forwarding address, the
 26 Settlement Administrator shall conduct reasonable searches to locate valid address information
 27 for the intended recipients of the Settlement Payments, and shall, within five (5) business days,

1 re-mail the postcard checks, as applicable, to any Eligible Class Members for whom new address
2 information is identified.

3 31. Time Period To Accept Payment. Eligible Class Members shall have one hundred
4 and twenty (120) days from the date of their Settlement Payments to cash their checks. Eligible
5 Class Members may request new checks to be issued by the Settlement Administrator during this
6 time period if they lose or misplace their original check; however, the time period for cashing the
7 check will be the same as the original time period set forth above.

8 32. Unclaimed Monies. Any unclaimed monies in the Net Settlement Fund remaining
9 after the foregoing efforts to distribute the funds therein to Class Members shall be paid on a *cy*
10 *pres* basis, divided in three equal portions, among the Electronic Frontier Foundation, the Center
11 for Democracy and Technology, and CyLab Usable Privacy and Security Laboratory at Carnegie
12 Mellon University. No unclaimed monies will revert to any of the Defendants.

13 33. Final Accounting. No later than thirty (30) days after all Settlement Payments are
14 issued to Eligible Class Members or the Net Settlement Fund is distributed to the *cy pres*
15 recipients as set forth in paragraphs 26-32 above, the Settlement Administrator shall provide a
16 final accounting to Class Counsel and Defendants' counsel. The Settlement Administrator shall
17 also provide declarations to Class Counsel and Defendants' counsel to be filed with the Court,
18 concerning the status of the administration process, at the request of Class Counsel or Defendants
19 at any time.

20 34. No Offset for Other Settlements. There shall be no offset to any Settlement
21 Payments received by any Eligible Class Members under this Agreement for any other Settlement
22 Payment, or any payment whatsoever, that they receive from any of the other Defendants in this
23 action.

24 35. No Claims Arising From Distributions. No person shall have any claim against
25 any of the Defendants, the Named Plaintiffs, the Settlement Class, Class Counsel, or the
26 Settlement Administrator based on distributions or payments made in accordance with this
27 Settlement Agreement.

OTHER PAYMENTS

36. Service Award to Named Plaintiffs. Subject to the Court's approval, the Named Plaintiffs and former Named Plaintiff Matthew Hiles shall each receive a service award not to exceed \$5,000 for their time and efforts in bringing and prosecuting this matter. The payment of Service Awards is to be considered separately by the Court from its consideration of the fairness and adequacy of this Settlement Agreement, and any order with respect to this payment shall not affect or delay the approval of this Settlement Agreement. Within ten (10) business days after the Effective Date, the Settlement Administrator shall deduct from the Settlement Fund and pay to the Named Plaintiffs the amount approved by the Court.

37. Attorneys' Fees, Costs, and Expenses. At least fourteen (14) days before the Opt-Out Deadline and Objection Deadline (which shall be the same date), Class Counsel shall file a Motion for Attorneys' Fees, Costs, and Expenses to be paid from the Gross Settlement Fund in accordance with Fed. R. Civ. P. 23(h). Class Counsel's Motion for Attorneys' Fees, Costs, and Expenses is to be considered separately by the Court from its consideration of the fairness and adequacy of this Settlement Agreement, and any order with respect to this separate motion shall not affect or delay the approval of this Settlement Agreement. Attorneys' fees shall not exceed twenty-five percent (25 %) of the Gross Settlement Fund, while costs and expenses shall be the actual costs and expenses incurred by Class Counsel and Plaintiffs' Executive Committee Members. Defendants shall not object to Class Counsels' request for attorneys' fees, costs, and expenses, so long as it is consistent with this paragraph. These amounts will compensate counsel, at Class Counsel's sole discretion, for work already performed in this case and all of the work remaining to be performed in this case, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining dismissal of the Action. Within three (3) business days after the Effective Date, the Settlement Administrator shall deduct from the Gross Settlement Fund and pay to Class Counsel, for distribution at Class Counsels' sole discretion, the amounts approved by the Court for attorneys' fees, costs, and expenses. The money paid from the Gross Settlement

1 Fund shall be the only fees for which Defendants are responsible for services provided on behalf
2 of the class.

3 38. Costs of Notice Provision and Settlement Administration. All fees and expenses
4 of the Settlement Administrator shall be paid from the Gross Settlement Fund. Ten (10) business
5 days prior to the Final Fairness Hearing, the Settlement Administrator shall provide the Parties
6 with declarations detailing its fees and expenses related to the notice program and the settlement
7 administration process, which shall be filed with the Court. The Parties agree to cooperate in the
8 settlement administration process and to make all reasonable efforts to control and minimize the
9 expenses incurred in the administration of the Settlement.

10 39. Taxes. Any federal or state taxes assessed on the Gross Settlement Fund or Net
11 Settlement Fund, but not on Class Member awards, shall be paid from the Gross Settlement Fund.

12 **NOTICE OF SETTLEMENT**

13 40. Notice of this settlement shall be provided to Class Members as set forth in the
14 Notice Plan, which is set forth and described in Exhibit B to this Agreement. The Parties will
15 request that the Court determine that the proposed procedures for notice set forth in Exhibit B
16 constitute the best practicable notice to Class Members.

17 41. The Settlement Administrator shall be responsible for effecting the Notice Plan set
18 forth in Exhibit B. As soon as reasonably practicable after the Court issues the Preliminary
19 Approval Order, and following payment by Defendants of the initial \$1.1 million of the Gross
20 Settlement Fund as referenced in paragraph 23, the Settlement Administrator shall publish per the
21 terms of the Notice Plan set forth in Exhibit B the Court-approved Class Notice to all Class
22 Members, which shall provide instructions and information to Class Members concerning the
23 Settlement and their right to claim a share of the Net Settlement Fund on the terms, including the
24 possibility of *pro rata* reduction and the caveat regarding economic feasibility, set forth herein at
25 paragraphs 26-28, as well as their objection rights and opt-out rights. Information to be provided
26 as part of Class Notice shall include a list of devices manufactured by the Manufacturer
27 Defendants and sold in the United States during the Class Period which the Parties believe to

1 have borne Carrier iQ Software installed by means of the pre-load or embedded method, *i.e.*, the
2 preload agent or embedded agent.

3 42. Effective on the Class Notice Date, the Settlement Administrator shall also arrange
4 for a telephone call center facility with a toll number to be active until such time as all
5 distributions of Settlement Payments, if any, are completed to Eligible Class Members, in order to
6 respond to questions from Class Members.

7 43. Effective on the Class Notice Date, the Settlement Administrator shall also make
8 active a website describing the terms of the Settlement and from which Class Members can
9 download relevant forms such as the Class Notice in long form and short form; the Settlement
10 Agreement; the Claim Form; the Court's Preliminary Approval Order; and Class Counsel's
11 Motion for Final Approval and Motion for Attorneys' Fees and Expenses, when it becomes
12 available. The website shall include the toll-free number applicable to this Settlement as set forth
13 in paragraph 26 above, and shall remain active until such time as distributions of Settlement
14 Payments, if any, are completed to Eligible Class Members.

15 44. No later than ten (10) days prior to the Final Approval Hearing, the Settlement
16 Administrator shall provide Class Counsel and Defendants' counsel with a declaration setting
17 forth: (a) the details of execution and performance of the Notice Plan; (b) the total number of
18 Class Members who were sent the Class Notice (with a breakdown as to the Short Form Notice
19 and Long Form Notice); and (c) the total number of Class Members who sent timely requests for
20 exclusion or objections to the Settlement, along with the complete copies of all requests for
21 exclusion and objections received, including the postmark dates for each request for exclusion or
22 objection. Class Counsel shall file such declaration with the Court.

23 **OPT-OUTS AND OBJECTIONS**

24 45. Requests for Exclusion: Both forms of the Class Notice shall provide that Class
25 Members who wish to exclude themselves from the Settlement must submit a written statement
26 requesting exclusion from the Settlement ("opt-out"), postmarked no later than the Opt-Out
27 Deadline. Such written request for exclusion must contain the name, address, telephone number,

1 and email address of the Class Member requesting exclusion, and be personally signed by the
 2 Class Member who seeks to opt out. No opt-out request may be made on behalf of a group of
 3 Class Members. The opt-out request must be sent by mail to the Settlement Administrator and
 4 must be timely postmarked as set forth above. The postmark date of the mailing envelope shall
 5 be the exclusive means used to determine whether an opt-out has been timely submitted. Any
 6 Class Member who requests exclusion from (opts out of) the Settlement will not be entitled to any
 7 Settlement Award and will not be bound by the Settlement Agreement or have any right to object,
 8 appeal or comment thereon.

9 46. Objections: The Class Notice shall provide that any Class Members who wish to
 10 object to the Settlement Agreement must send to the Court a written statement of objection filed
 11 or postmarked no later than the Objection Deadline. The Notice of Objection must state the basis
 12 for the objection and include any supporting papers. Such objection must contain the name,
 13 address, telephone number, and email address of the Class Member making the objection, and be
 14 personally signed by the Class Member. Any objection and supporting papers must be timely
 15 filed with the Court, either by mailing them to the Clerk of the United States District Court for the
 16 Northern District of California, or by filing them in person at any location of the United States
 17 District Court for the Northern District of California, except that any objection made by a
 18 Settlement Class Member represented by counsel must be filed through the Court's Case
 19 Management/Electronic Case Filing (CM/ECF) system under the cause number for the Action as
 20 set forth above. Class Members who fail to make objections in the manner specified above shall
 21 be deemed to have waived any objections and shall be foreclosed from making any objection
 22 (whether by appeal or otherwise) to the Settlement Agreement.

23 **ORDER OF FINAL APPROVAL AND FINAL JUDGMENT**

24 47. Final Approval Motion. At least fourteen (14) days before the Final Approval
 25 Hearing, Plaintiffs shall file a motion requesting that the Court grant final approval of the
 26 Settlement Agreement, with Class Counsel filing a memorandum of points and authorities in
 27 support of the motion, and addressing any timely submitted objections to the Settlement.

1 48. Matters To Be Considered at Final Approval Hearing. At the Final Approval
 2 Hearing, the Court will consider and determine whether the provisions of this Agreement should
 3 be approved; whether the Settlement should be finally approved as fair, reasonable, and adequate;
 4 whether any objections to the Settlement should be overruled; whether the service awards
 5 referenced in paragraph 36 should be approved; whether Class Counsel's motion for attorneys'
 6 fees, costs and expenses should be approved; and whether an Order of Final Approval and Final
 7 Judgment should be entered.

8 49. This Agreement is subject to and conditioned upon the issuance by the Court of an
 9 Order of Final Approval which grants final approval of this Agreement; approves the Settlement
 10 Class pursuant to Fed. R. Civ. P. 23 and its relevant subparts; and:

11 a. Finds that the Class Notice satisfies the requirements of due process and
 12 Fed. R. Civ. P. 23(e)(1);

13 b. Finds that the Agreement is fair, reasonable and adequate to the Class, that
 14 each Class Member (except those who submit a timely and valid request for exclusion from the
 15 Class) shall be bound by this Agreement;

16 c. Dismisses on the merits and with prejudice all claims asserted in the Action
 17 against Defendants; and

18 d. Retains jurisdiction of all matters relating to the interpretation,
 19 administration, implementation, effectuation, and enforcement of this Settlement.

20 **TERMINATION OF AGREEMENT**

21 50. The Named Plaintiffs, on behalf of the Class Members, by Class Counsel, and any
 22 of the Defendants, by that Defendant's counsel, shall each have the right to unilaterally terminate
 23 this Agreement by providing written notice of their election to do so to all other Parties hereto
 24 within ten (10) business days of: (a) the Court's refusal to grant Preliminary Approval of this
 25 Agreement; (b) the Court's refusal to grant final approval of this Agreement; or (c) the date upon
 26 which the Final Judgment is modified or reversed in any material respect by the Ninth Circuit
 27 Court of Appeals or the U.S. Supreme Court. The above notwithstanding, the Parties agree that

1 should the Court modify the Agreement in any respect, or condition preliminary or final approval
 2 of the Agreement on modification in any respect, then the Parties will, within the above-indicated
 3 period, meet and confer in a good-faith attempt to reach agreement and preserve the Agreement.

4 51. Any Defendant may, with the agreement of at least two other Defendants,
 5 terminate this agreement if, ten (10) days after the Opt-Out Deadline, that Defendant and at least
 6 those other two Defendants determine that the number of Settlement Class members who have
 7 timely and validly submitted requests for exclusion exceeds a number agreed to by the Parties in
 8 the Confidential Supplemental Agreement (the "Opt-Out Threshold"). Requests for exclusion
 9 from persons or entities who would not otherwise meet the Settlement Class definition do not
 10 count toward the Opt-Out Threshold. The Parties shall seek to keep the Opt-Out Threshold
 11 confidential. In the event that the Court directs that the Confidential Supplemental Agreement be
 12 filed under seal prior to the deadline for submitting Requests for Exclusion, no party shall have
 13 any right to any relief by reason of such disclosure. In the event of a termination of this
 14 Settlement pursuant to the Confidential Supplemental Agreement, this Stipulation shall become
 15 null and void. If a Defendant elects to terminate this Agreement pursuant to this paragraph, it will
 16 give notice of its election in writing to Class Counsel and counsel of record for each Defendant.

17 52. If this Settlement Agreement is terminated pursuant to paragraph 50 or 51 it will
 18 be deemed null and void *ab initio*. In that event: (i) the Preliminary Approval Order and all of its
 19 provisions will be vacated; (ii) the Action will revert to the status that existed before the
 20 Settlement Agreement's execution date; and (iii) no term or draft of this Settlement Agreement,
 21 or any part or aspect of the Parties' settlement discussions, negotiations, or documentation
 22 (including any declarations and briefs filed in support of the motion for preliminary or final
 23 approval) will have any effect or be admissible into evidence, for any purpose, in this Action or
 24 any other proceeding.

25 RELEASES

26 53. Upon the Effective Date, and in consideration of the benefits and other
 27 consideration set forth above, the Releasing Parties shall be deemed to have fully, finally, and

forever released, relinquished and discharged against each of the Released Parties and all persons acting through, under, or in concert with each such Released Party, all claims in the Action. Specifically, the Releasing Parties shall be deemed to have released any and all past, present or future claims, causes of actions, suits, petitions, demands in law or equity, or any allegations of liability or damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interest, or expenses that have been, may be, or could be asserted in the Action, any complaint filed in any of the Pre-Consolidated Actions, any subsequent amended complaint filed in this or any related case, or in any other action, court, arbitration, tribunal or administrative body, regardless of whether those claims are based on federal, state or local law, statute, ordinance, regulations, contract, common law, or any other source, that are based upon, arise out of, or are related to or connected with, directly or indirectly, in whole or in part, the facts, activities, or circumstances alleged in the Third Consolidated Amended Complaint, any claims asserted against Defendants relating to this Action, or any other purported occurrence relating to or arising from the presence or operation of Carrier iQ Software on any Covered Mobile Device (the "Released Claims") during the Class Period.

54. Waiver of Known and Unknown Claims. The general releases in this Agreement extend to claims the Releasing Parties do not know or suspect to exist in their favor, which, if known by them, would have materially affected their decisions to enter into this Agreement. The Parties, including the Releasing Parties, understand and acknowledge that they are familiar with California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of this Agreement shall have, expressly waived and relinquished any rights they may have under California Civil Code section 1542 or any other statute or common law principle with a similar effect as to all releases set forth in this Agreement. In connection with such waiver and

1 relinquishment, the Releasing Parties acknowledge that they are aware that, after executing this
 2 Agreement, they or their legal counsel or agents may discover Released Claims or facts in
 3 addition to, or different from, those which they now know or believe to exist with respect to the
 4 subject matter of this Agreement or the Parties hereto, but that it is Plaintiffs' intention hereby to
 5 fully, finally, and forever settle and release all of the Released Claims, whether known or
 6 unknown, suspected or unsuspected, which now exist, may exist, or heretofore may have existed
 7 against the Released Parties.

8 55. Upon entry of the Order of Final Approval and Final Judgment, the Consolidated
 9 Action shall be dismissed in its entirety with prejudice as to all Defendants.

10 56. Covenant Not to Sue. Upon execution of this Agreement by all Parties, each Class
 11 member automatically and without further action or notice covenants not to commence, maintain
 12 or assert against Defendants, either directly or indirectly, derivatively, on their own behalf, or on
 13 behalf of the Class or any other alleged class or any other person or entity, any of the Released
 14 Claims. Pursuant to the terms of this Agreement, and upon order of the Court, each Class
 15 member is enjoined from bringing or otherwise pursuing any Released Claims against Defendants
 16 or Defendant Parties in any forum.

17 57. The Parties are hereby deemed to agree and acknowledge that the provisions of
 18 Paragraphs 53-56 together constitute an essential term of this Agreement and will be included in
 19 the Order of Final Approval entered by the Court.

20 MISCELLANEOUS

21 58. Acknowledgment. Each of the Parties acknowledges and represents that such
 22 Party: (a) has fully and carefully read this Agreement prior to execution; (b) has been fully
 23 apprised by counsel of the legal effect and meaning of the terms of this Agreement; (c) has had
 24 the opportunity to undertake whatever investigation or inquiry is necessary or appropriate in
 25 connection with this Agreement; (d) has been afforded the opportunity to negotiate any and all
 26 terms of this Agreement; and (e) is executing this Agreement voluntarily and free from any undue
 27 influence, coercion, or duress of any kind.

1 59. Agreement To Cooperate. The Parties and their respective counsel will cooperate
 2 with each other in good faith and use their best efforts to effect the implementation of the
 3 Agreement. In the event that the Parties are unable to reach agreement on the form or content of
 4 any document needed to implement the Agreement, or on any supplemental provisions that may
 5 become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance
 6 of the Court to resolve such disagreement after meeting and conferring with each other in good
 7 faith to attempt to resolve the dispute.

8 60. Authority. Each person executing this Settlement Agreement on behalf of any of
 9 the Parties represents that such person has the authority to execute this Agreement.

10 61. Binding Upon Successors and Assigns. This Agreement shall be binding upon,
 11 and inure to the benefit of, the successors or assigns of the Released Parties and the Parties, as
 12 previously defined.

13 62. Construction. The Parties believe that the terms of this Agreement are a fair,
 14 adequate, and reasonable settlement of this Action, and have arrived at this Settlement Agreement
 15 in arms-length negotiations and with the assistance of a retired United States Magistrate Judge,
 16 taking into account all relevant factors, present and potential. This Agreement has been drafted
 17 jointly by counsel for the Parties. Hence, in any construction or interpretation of this Agreement,
 18 the same shall not be construed against any of the Parties.

19 63. Counterparts. This Agreement may be executed in one or more counterparts. All
 20 executed copies of this Agreement and photocopies thereof (including facsimile and/or emailed
 21 copies of the signature pages), shall have the same force and effect and shall be as legally binding
 22 and enforceable as the original.

23 64. Defense Fees and Costs. All of each Defendant's own attorneys' fees and legal
 24 costs and expenses incurred in the Action (and in the original proceedings initiated by the Named
 25 Plaintiffs) shall be borne by each Defendant from each Defendant's separate funds and not from
 26 the Gross Settlement Fund.

27 65. Entire Agreement. This Agreement constitutes the entire, fully integrated

1 agreement among the Parties relating to the Settlement. All prior or contemporaneous
 2 agreements, understandings and statements, whether oral or written, and whether by a party or its
 3 counsel, are merged herein. No oral or written representations, warranties or inducements of any
 4 kind have been made to any Party concerning this Agreement, other than as set forth herein
 5 (including in paragraphs 18, 67.a, and 67.b).

6 66. Limitation of Agreement. This Agreement may not be relied upon for any purpose
 7 by, and does not create any rights in, any person(s) or entity other than Named Plaintiffs, the
 8 Settlement Class, and the Defendants.

9 67. Representations and Warranties. a. Huawei Device USA, Inc.; LG Electronics
 10 MobileComm U.S.A., Inc.; LG Electronics, Inc.; Motorola Mobility LLC; Pantech Wireless, Inc.;
 11 Samsung Electronics America, Inc.; and Samsung Electronics Co., Ltd make the following
 12 representation and warranty with respect to this Settlement, and they acknowledge that the
 13 Named Plaintiffs, on their own behalf and on behalf of the Settlement, have relied on this
 14 representation and warranty in entering into this Agreement:

15 As to the Mobile Devices identified in the Manufacturer Defendants' responses to
 16 Plaintiffs' First Set of Pre-ADR Interrogatories, the Manufacturer Defendants
 17 (other than the HTC defendants) have uncovered no evidence: (1) that any such
 18 devices shipped to consumers with activated "debug code" in the Carrier IQ
 19 interface; or (2) that any consumer SMS text messages or Internet search terms or
 20 queries were transmitted from the device logs of such devices either to the OEMs
 21 or to any unauthorized third party as a result of activated "debug code" in the
 22 Carrier IQ interface on those Mobile Devices;

23 and

24 b. Carrier iQ represents and warrants that prior to the Asset Sale, Carrier iQ made the
 25 modifications to the Carrier iQ Software set forth in paragraphs 19-20 and 22 herein.

26 68. Governing Law. This Agreement shall be governed by the laws of the State of
 27 California.

28 69. Headings and Captions. The headings and captions in this Agreement are for
 convenience only and in no way define, limit, or otherwise describe the scope or intent of this
 Agreement, or any term of this Agreement. Each term of this Agreement is contractual and is not

1 merely a recital.

2 70. No Oral Modifications. This Agreement may be amended or modified only by a
3 written instrument signed by counsel for all Parties or their successors-in-interest. No rights
4 hereunder may be waived except in writing. No oral amendment or modification shall be
5 permitted or effective.

6 71. Publicity. The Parties, Class Counsel, and counsel for any Defendant shall not
7 make any public statements about the Parties' settlement except: (a) as reasonably necessary to
8 fulfill the obligation to provide Class Notice; (b) to refer to the fact that the case settled; (c) to
9 discuss the terms of the settlement in papers filed or discussions with the Court in this Action; (d)
10 to advocate for preliminary and final approval of the settlement in this Action; and (e) Class
11 Counsel may include their appointment as co-lead class counsel in their resumes, websites, or
12 filings with other courts to establish that they worked on the Action and that it was settled.
13 (Specifically excluded from the public statements encompassed by this provision are
14 communications between Class Counsel and any Settlement Class member and communications
15 with objectors, or persons who have or are threatening to opt out of the Settlement Class, wherein
16 Class Counsel discusses the benefits of participating in the settlement.) Further, Class Counsel
17 may post on their websites an announcement of the fact that the Parties have settled and may
18 include a link to the settlement website established by the Settlement Administrator. In response
19 to any unsolicited inquiries from the media, the Parties and their counsel may refer to the fact that
20 the case settled and may refer the media to the settlement website to be established by the
21 Settlement Administrator and/or to an agreed-upon joint press release regarding the settlement to
22 be disseminated to the media as part of the notice program set forth in Exhibit B to this
23 Agreement.

24 72. Non-Disparagement. The Parties and their counsel agree not to make any public
25 statements, written or verbal, or cause or encourage others to make any statements, written or
26 verbal, that defame, disparage, or in any way criticize the personal or business reputation,
27 practices, or conduct of each other, their employees, directors, and officers relating to the claims

1 alleged and defenses raised in the Action.

2 73. No Waiver. The failure of any party to enforce at any time any provision of this
3 Agreement shall not be construed to be a waiver of such provision, or any other provision, nor in
4 any way to affect the validity of this Agreement or any part hereof, or the right of any party
5 thereafter to enforce that provision or each and every provision. No waiver of any breach of this
6 Agreement shall constitute or be deemed a waiver of any other breach.

7 74. Notices. Unless otherwise agreed in writing, all notices to the Parties or counsel
8 required by the Agreement shall be made in writing and communicated by first class mail and
9 email to the following:

10 If to the Named Plaintiffs or Class Counsel:

11 Steve W. Berman
12 HAGENS BERMAN SOBOL SHAPIRO LLP
13 1918 Eighth Avenue
14 Suite 3300
15 Seattle, WA 98101
16 Telephone: (206) 623-7292
17 Facsimile: (206) 623-0594
18 Email: steve@hbsslaw.com

19 Daniel L. Warshaw
20 PEARSON SIMON & WARSHAW, LLP
21 15165 Ventura Boulevard
22 Suite 400
23 Sherman Oaks, CA 91403
24 Telephone: (818) 788-8300
25 Facsimile: (818) 788-8104
26 Email: dwarshaw@pswlaw.com

27 If to the Carrier iQ, Inc. or its counsel:

28 Tyler G. Newby
FENWICK & WEST LLP
555 California Street, 12th Floor
San Francisco, CA 94104
Telephone: (415) 875.2300
Facsimile: (415) 281.1350
tnewby@fenwick.com

If to the HTC defendants or their counsel:

1 Rosemarie T. Ring
2 MUNGER, TOLLES & OLSON, LLP
3 560 Mission Street
4 Twenty-Seventh Floor
5 San Francisco, CA 94105-2907
6 Telephone: (415) 512-4000
7 Facsimile: (415) 512-4077
8 Rose.Ring@mto.com

9 If to Huawei Device USA or its counsel:

10 Simon J. Frankel
11 COVINGTON & BURLING LLP
12 1 Front St., 35th Floor
13 San Francisco, CA 94111
14 Telephone: (415) 591-6000
15 Facsimile: (415) 591-6091
16 sfrankel@cov.com

17 If to the LG defendants or their counsel:

18 Jeff E. Scott
19 GREENBERG TRAURIG, LLP
20 1840 Century Park East, Suite 1900
21 Los Angeles, CA 90067-2121
22 Telephone: 310-586-7700
23 Facsimile: 310-586-7800
24 ScottJ@gtlaw.com

25 Ian C. Ballon
26 GREENBERG TRAURIG, LLP
27 1900 University Ave., 5th Floor
28 East Palo Alto, CA 94303
Telephone: (650) 328-8500
Facsimile: (650) 328-8508
Ballon@gtlaw.com

29 If to Motorola Mobility or its counsel:

30 Krista M. Enns
31 WINSTON & STRAWN LLP
32 101 California Street
33 San Francisco, CA 94111-5894
34 Telephone: (415) 591-1000
35 Facsimile: (415) 591-1400
36 kenns@winston.com

37 If to Pantech Wireless or its counsel:

Wilson W. Lin
H.C. PARK & ASSOCIATES, PLC
1894 Preston White Drive
Reston, VA 20191
Telephone: (703) 544-9230
Facsimile: (703) 288-5139
WLin@park-law.com

If to the Samsung defendants or their counsel:

Lance A. Etcheverry
SKADDEN ARPS SLATE MEAGHER & FLOM LLP
300 South Grand Avenue, Suite 3400
Los Angeles, California 90071
Telephone: (213) 687-5000
Facsimile: (213) 687-5600
lance.etcheverry@skadden.com

Any party may change the address to which requests, demands, claims, or other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

75. Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of Notice and the hearings are subject to approval and change by the Court with the approval of the Parties, or by agreement of the Parties.

76. Exclusive Remedy and Jurisdiction of the Court. This Agreement shall be the sole and exclusive remedy for any and all Released Claims. Upon entry of the Order of Final Approval and Final Judgment, each Class Member may not initiate, assert, or prosecute any Released Claims against any Released Party. If any Class Member who does not opt-out in accordance with the procedures set forth in this Settlement Agreement attempts to prosecute an action asserting a Released Claim, counsel for any affected Party shall forward this Agreement and the Order of Final Approval and Final Judgment to such Class Member and advise the Class Member of the releases provided under this Settlement Agreement.

77. This Court shall retain exclusive and continuing jurisdiction over the Consolidated Action and all Parties and Class members to interpret and enforce this Settlement Agreement.

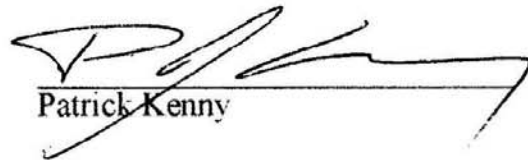
78. No provision in this Agreement shall preclude any action to enforce the terms of

1 this Agreement.

2 79. No Admission of Wrongdoing. Each Defendant denies that it violated the law
3 with respect to the claims asserted against it in the Action, or otherwise, and maintains that it has
4 meritorious defenses to each of those claims. Nonetheless, each Defendant believes that further
5 litigation would be protracted, burdensome, expensive, and distracting from its business. Thus,
6 each Defendant has concluded that it is desirable and beneficial to settle the Action on the terms
7 and conditions set forth in this Settlement.

8 **READ AND AGREED TO:**

9 DATED: 2-24, 2016


Patrick Kenny

11 DATED: _____, 2016

Daniel Pipkin

13 DATED: _____, 2016

Jennifer Patrick

15 DATED: _____, 2016

Dao Phong

17 DATED: _____, 2016

Ryan McKeen

19 DATED: _____, 2016

Leron Levy

21 DATED: _____, 2016

Luke Szulczewski

23 DATED: _____, 2016

Michael Allan

25 DATED: _____, 2016

Gary Cribbs

1 this Agreement.

2 79. No Admission of Wrongdoing. Each Defendant denies that it violated the law
3 with respect to the claims asserted against it in the Action, or otherwise, and maintains that it has
4 meritorious defenses to each of those claims. Nonetheless, each Defendant believes that further
5 litigation would be protracted, burdensome, expensive, and distracting from its business. Thus,
6 each Defendant has concluded that it is desirable and beneficial to settle the Action on the terms
7 and conditions set forth in this Settlement.

8 **READ AND AGREED TO:**

9 DATED: _____, 2016

Patrick Kenny

11 DATED: 2/18, 2016

Dan
Daniel Pipkin

13 DATED: _____, 2016

Jennifer Patrick

15 DATED: _____, 2016

Dao Phong

17 DATED: _____, 2016

Ryan McKeen

19 DATED: _____, 2016

Leron Levy

21 DATED: _____, 2016

Luke Szulczewski

23 DATED: _____, 2016

Michael Allan

25 DATED: _____, 2016

Gary Cribbs

1 this Agreement.

2 79. No Admission of Wrongdoing. Each Defendant denies that it violated the law
 3 with respect to the claims asserted against it in the Action, or otherwise, and maintains that it has
 4 meritorious defenses to each of those claims. Nonetheless, each Defendant believes that further
 5 litigation would be protracted, burdensome, expensive, and distracting from its business. Thus,
 6 each Defendant has concluded that it is desirable and beneficial to settle the Action on the terms
 7 and conditions set forth in this Settlement.

8 **READ AND AGREED TO:**

9 DATED: _____, 2016

Patrick Kenny

11 DATED: _____, 2016

Daniel Pipkin

13 DATED: 2/27, 2016

Jennifer Patrick

15 DATED: _____, 2016

Dao Phong

17 DATED: _____, 2016

Ryan McKeen

19 DATED: _____, 2016

Leron Levy

21 DATED: _____, 2016

Luke Szulczewski

23 DATED: _____, 2016

Michael Allan

25 DATED: _____, 2016

Gary Cribbs

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8 **READ AND AGREED TO:**

9 DATED: _____, 2016

Patrick Kenny

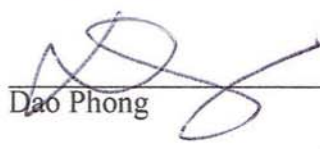
11 DATED: _____, 2016

Daniel Pipkin

13 DATED: _____, 2016

Jennifer Patrick

15 DATED: February 17, 2016


Dao Phong

17 DATED: _____, 2016

Ryan McKeen

19 DATED: _____, 2016

Leron Levy

21 DATED: _____, 2016

Luke Szulczewski

23 DATED: _____, 2016

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9 DATED: _____, 2016

Patrick Kenny

11 DATED: _____, 2016

Daniel Pipkin

13 DATED: _____, 2016

Jennifer Patrick

15 DATED: _____, 2016

Dao Phong

17 DATED: **2.19** _____, 2016

Ryan McKeen

19 DATED: _____, 2016

Leron Levy

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Luke Szulczewski

23 DATED: _____, 2016

Michael Allan

25 DATED: _____, 2016

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Patrick Kenny

11 DATED: _____, 2016

Daniel Pipkin

13 DATED: _____, 2016

Jennifer Patrick

15 DATED: _____, 2016

Dao Phong

17 DATED: _____, 2016

Ryan McKeen

19 DATED: 02/18, 2016

Leron Levy

21 DATED: _____, 2016

Luke Szulczewski

23 DATED: _____, 2016

Michael Allan

25 DATED: _____, 2016

Gary Cribbs

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Dao Phong

17 DATED: _____, 2016

Ryan McKeen

19 DATED: _____, 2016

Leron Levy

21 DATED: Feb 19, 2016


 Luke Szulczewski

23 DATED: _____, 2016

Michael Allan

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9 DATED: _____, 2016

Patrick Kenny

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13 DATED: _____, 2016

Jennifer Patrick

15 DATED: _____, 2016

Dao Phong

17 DATED: _____, 2016

Ryan McKeen

19 DATED: _____, 2016

Leron Levy

21 DATED: _____, 2016

Luke Szulczewski

23 DATED: 2/18/2016, 2016

Michael Allan

25 DATED: _____, 2016

Gary Cribbs

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Patrick Kenny

11 DATED: _____, 2016

Daniel Pipkin

13 DATED: _____, 2016

Jennifer Patrick

15 DATED: _____, 2016

Dao Phong

17 DATED: _____, 2016

Ryan McKeen

19 DATED: _____, 2016

Leron Levy


21 DATED: _____, 2016

Luke Szulczewski

23 DATED: _____, 2016

Michael Allan

25 DATED: 2/22, 2016


Gary Cribbs

DATED: Feb. 29, 2016

Shawn Grisham by
 Shawn Grisham
 Michael A. Cobelli pursuant to
 power of attorney

DATED: _____, 2016

 Bobby Cline

DATED: _____, 2016

 Mark Laning

DATED: _____, 2016

 Clarissa Portales

DATED: _____, 2016

 Douglas White

DATED: _____, 2016

 Eric Thomas

DATED: _____, 2016

 Brian Sandstrom

DATED: _____, 2016

 Colleen Fischer

DATED: _____, 2016

 Carrier iQ, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

 HTC America, Inc.

BY: _____

ITS: _____

DATED: _____, 2016


 HTC Corporation

STIPULATION OF SETTLEMENT AND
 RELEASE

1 DATED: _____, 2016

Shawn Grisham

2
3 DATED: 2-19, 2016


Bobby Cline

4
5 DATED: _____, 2016

Mark Laning

6
7 DATED: _____, 2016

Clarissa Portales

8
9 DATED: _____, 2016

Douglas White

10
11 DATED: _____, 2016

Eric Thomas

12
13
14 DATED: _____, 2016

Brian Sandstrom

15
16 DATED: _____, 2016

Colleen Fischer

17
18 DATED: _____, 2016

Carrier iQ, Inc.

19
20 BY: _____

21 ITS: _____

22
23 DATED: _____, 2016

HTC America, Inc.


24 BY: _____

25 ITS: _____

26
27 DATED: _____, 2016

HTC Corporation

28 STIPULATION OF SETTLEMENT AND
RELEASE

1	DATED: _____, 2016	Shawn Grisham
2		
3	DATED: _____, 2016	Bobby Cline
4		
5	DATED: <u>02/22</u> , 2016	 Mark Laning
6		
7	DATED: _____, 2016	Clarissa Portales
8		
9	DATED: _____, 2016	Douglas White
10		
11	DATED: _____, 2016	Eric Thomas
12		
13	DATED: _____, 2016	Brian Sandstrom
14		
15	DATED: _____, 2016	Colleen Fischer
16		
17	DATED: _____, 2016	Carrier iQ, Inc.
18		
19		BY: _____
20		ITS: _____
21		
22	DATED: _____, 2016	HTC America, Inc.
23		
24		BY: _____
25		ITS: _____
26	DATED: _____, 2016	HTC Corporation
27		

28 STIPULATION OF SETTLEMENT AND
RELEASE

1 DATED: _____, 2016

Shawn Grisham

2
3 DATED: _____, 2016

Bobby Cline

4
5 DATED: _____, 2016

Mark Laning

6
7 DATED: Feb 23rd, 2016

Clarissa Portales

Hernandez, Clarissa formerly known as Clarissa Portales

8
9 DATED: _____, 2016

Douglas White

10
11 DATED: _____, 2016

Eric Thomas

12
13 DATED: _____, 2016

Brian Sandstrom

14
15 DATED: _____, 2016

Colleen Fischer

16
17 DATED: _____, 2016

Carrier iQ, Inc.

18
19 BY: _____

20
21 ITS: _____

22
23 DATED: _____, 2016

HTC America, Inc.

24
25 BY: _____

26
27 ITS: _____

28 DATED: _____, 2016

HTC Corporation

STIPULATION OF SETTLEMENT AND
RELEASE

DATED: _____, 2016

Shawn Grisham

DATED: _____, 2016

Bobby Cline


DATED: _____, 2016

Mark Laning

DATED: _____, 2016

Clarissa Portales

DATED:  2016


Douglas White

DATED: _____, 2016

Eric Thomas

DATED: _____, 2016

Brian Sandstrom

DATED: _____, 2016

Colleen Fischer

DATED: _____, 2016

Carrier iQ, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

HTC America, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

HTC Corporation

STIPULATION OF SETTLEMENT AND
RELEASE

1 DATED: _____, 2016

Shawn Grisham

2
3 DATED: _____, 2016

Bobby Cline

4
5 DATED: _____, 2016

Mark Laning

6
7 DATED: _____, 2016

Clarissa Portales

8
9 DATED: _____, 2016

Douglas White

10
11 DATED: February 19, 2016


Eric Thomas

12
13 DATED: _____, 2016

Brian Sandstrom

14
15 DATED: _____, 2016

Colleen Fischer

16
17 DATED: _____, 2016

Carrier iQ, Inc.

18
19 BY: _____

20 ITS: _____

21
22 DATED: _____, 2016

HTC America, Inc.

23
24 BY: _____

25 ITS: _____

26
27 DATED: _____, 2016

HTC Corporation

28 STIPULATION OF SETTLEMENT AND
RELEASE

DATED: _____, 2016

Shawn Grisham

DATED: _____, 2016

Bobby Cline

DATED: _____, 2016

Mark Laning

DATED: _____, 2016

Clarissa Portales

DATED: _____, 2016

Douglas White

DATED: _____, 2016

Eric Thomas

DATED: _____, 2016


Brian Sandstrom

DATED: _____, 2016

Colleen Fischer

DATED: _____, 2016

Carrier iQ, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

HTC America, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

HTC Corporation

STIPULATION OF SETTLEMENT AND
RELEASE

1	DATED: _____, 2016	_____
2		Shawn Grisham
3	DATED: _____, 2016	_____
4		Bobby Cline
5	DATED: _____, 2016	_____
6		Mark Laning
7	DATED: _____, 2016	_____
8		Clarissa Portales
9	DATED: _____, 2016	_____
10		Douglas White
11	DATED: _____, 2016	_____
12		Eric Thomas
13	DATED: _____, 2016	_____
14		Brian Sandstrom
15	DATED: <u>Feb 24</u> , 2016	<u>Colleen Fischer</u>
16		Colleen Fischer
17	DATED: _____, 2016	_____
18		Carrier iQ, Inc.
19		BY: _____
20		ITS: _____
21	DATED: _____, 2016	_____
22		HTC America, Inc.
23		BY: _____
24		ITS: _____
25	DATED: _____, 2016	_____
26		HTC Corporation

1 DATED: _____, 2016

Shawn Grisham

2
3 DATED: _____, 2016

Bobby Cline

4
5 DATED: _____, 2016

Mark Laning

6
7 DATED: _____, 2016

Clarissa Portales

8
9 DATED: _____, 2016

Douglas White

10
11 DATED: _____, 2016

Eric Thomas

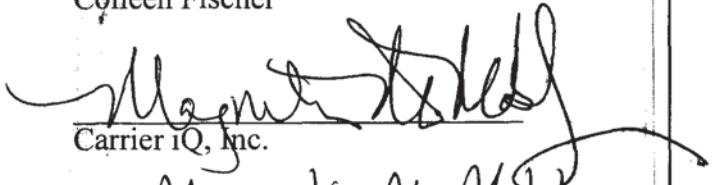
12
13 DATED: _____, 2016

Brian Sandstrom

14
15 DATED: _____, 2016

Colleen Fischer

16
17 DATED: Feb 25, 2016


Carrier IQ, Inc.

18
19 BY: Magnolia M. Mobley
20 ITS: General Counsel

21
22 DATED: _____, 2016

HTC America, Inc.

23
24 BY: _____

25 ITS: _____

26
27 DATED: _____, 2016

HTC Corporation

28 STIPULATION OF SETTLEMENT AND
RELEASE

1 DATED: _____, 2016

Shawn Grisham

2
3 DATED: _____, 2016

Bobby Cline

4
5 DATED: _____, 2016

Mark Laning

6
7 DATED: _____, 2016

Clarissa Portales

8
9 DATED: _____, 2016

Douglas White

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11 DATED: _____, 2016

Eric Thomas

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13 DATED: _____, 2016

Brian Sandstrom

14
15 DATED: _____, 2016

Colleen Fischer


16
17 DATED: _____, 2016

Carrier iQ, Inc.

18
19 BY: _____

20
21 ITS: _____

22 DATED: Feb. 24, 2016

23 
HTC America, Inc.

24 BY: Marcus Webb

25 ITS: Director

26 DATED: Feb. 24, 2016

27 
HTC Corporation

28 STIPULATION OF SETTLEMENT AND
RELEASE

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BY: Marcus Wood
ITS: VP / General Counsel

DATED: _____, 2016

Huawei Device USA, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

LG Electronics, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

LG Electronics MobileComm U.S.A., Inc.

BY: _____

ITS: _____

DATED: _____, 2016

Motorola Mobility LLC

BY: _____

ITS: _____

DATED: _____, 2016

Pantech Wireless, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

Samsung Electronics America, Inc.

BY: _____

ITS: _____

STIPULATION OF SETTLEMENT AND
RELEASE

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DATED: February 23, 2016

DATED: _____, 2016

DATED: _____, 2016

DATED: _____, 2016

DATED: _____, 2016

DATED: _____, 2016

STIPULATION OF SETTLEMENT AND
RELEASE

BY: _____

ITS: _____

Huawei Device USA, Inc.

BY: Zhiqiang Xu

ITS: President

LG Electronics, Inc.

BY: _____

ITS: _____

LG Electronics MobileComm U.S.A., Inc.

BY: _____

ITS: _____

Motorola Mobility LLC

BY: _____

ITS: _____

Pantech Wireless, Inc.

BY: _____

ITS: _____

Samsung Electronics America, Inc.

BY: _____

ITS: _____

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DATED: _____, 2016

DATED: Feb 18, 2016

DATED: _____, 2016

DATED: _____, 2016

DATED: _____, 2016

DATED: _____, 2016

STIPULATION OF SETTLEMENT AND
RELEASE

BY: _____

ITS: _____

Huawei Device USA, Inc.

BY: _____

ITS: _____

LG Electronics, Inc.

BY: Noel Lim

ITS: Litigation Team Head

LG Electronics MobileComm U.S.A., Inc.

BY: _____

ITS: _____

Motorola Mobility LLC

BY: _____

ITS: _____

Pantech Wireless, Inc.

BY: _____

ITS: _____

Samsung Electronics America, Inc.

BY: _____

ITS: _____

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DATED: _____, 2016

BY: _____

ITS: _____

Huawei Device USA, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

LG Electronics, Inc.

BY: _____

ITS: _____

DATED: February 18, 2016



LG Electronics MobileComm U.S.A., Inc.

BY: SANG MAN KO

ITS: CFO

DATED: _____, 2016

Motorola Mobility LLC

BY: _____

ITS: _____

DATED: _____, 2016

Pantech Wireless, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

Samsung Electronics America, Inc.

BY: _____

ITS: _____

STIPULATION OF SETTLEMENT AND
RELEASE

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DATED: _____, 2016

BY: _____

ITS: _____

Huawei Device USA, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

LG Electronics, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

LG Electronics MobileComm U.S.A., Inc.

BY: _____

ITS: _____

DATED: FEB. 19, 2016


Motorola Mobility LLC

BY: THOMAS V. MILLER

ITS: VICE PRESIDENT, IP

DATED: _____, 2016

Pantech Wireless, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

Samsung Electronics America, Inc.

BY: _____

ITS: _____

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DATED: _____, 2016

DATED: _____, 2016

DATED: _____, 2016

DATED: _____, 2016

DATED: Feb. 25, 2016

DATED: _____, 2016

STIPULATION OF SETTLEMENT AND
RELEASE

BY: _____

ITS: _____

Huawei Device USA, Inc.

BY: _____

ITS: _____

LG Electronics, Inc.

BY: _____

ITS: _____

LG Electronics MobileComm U.S.A., Inc.

BY: _____

ITS: _____

Motorola Mobility LLC

BY: _____

ITS: _____

Yongjin Kim
Pantech Wireless, Inc.

BY: Kim

ITS: CEO

Samsung Electronics America, Inc.

BY: _____

ITS: _____

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DATED: _____, 2016

BY: _____

ITS: _____

Huawei Device USA, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

LG Electronics, Inc.

BY: _____

ITS: _____

DATED: _____, 2016

LG Electronics MobileComm U.S.A., Inc.

BY: _____

ITS: _____

DATED: _____, 2016

Motorola Mobility LLC

BY: _____

ITS: _____

DATED: _____, 2016

Pantech Wireless, Inc.

BY: _____

ITS: _____

DATED: 2/24, 2016


Samsung Electronics America, Inc.

BY: M H LYU

ITS: CFO

STIPULATION OF SETTLEMENT AND
RELEASE

1 DATED: FEB. 24, 2016


Samsung Electronics Co., Ltd.

2 BY: JAE WAN CHI

3 ITS: EVP

4
5 **APPROVED AS TO FORM AND CONTENT:**

6 Dated: February __, 2016

By: _____
Steve W. Berman
Robert F. Lopez
HAGENS BERMAN SOBOL SHAPIRO LLP
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101
Telephone: (206) 623-7292
Facsimile: (206) 623-0594
steve@hbsslaw.com
robl@hbsslaw.com

12 By: _____
13 Daniel L. Warshaw
14 PEARSON SIMON & WARSHAW, LLP
15 15165 Ventura Blvd., Suite 400
16 Sherman Oaks, CA 91403
17 Telephone: (818) 788-8300
18 Facsimile: (818) 788-8104
19 dvarshaw@pswlaw.com

20 Bruce L. Simon
21 Robert G. Retana
22 PEARSON SIMON & WARSHAW, LLP
23 44 Montgomery Street, Suite 2450
24 San Francisco, CA 94104
25 Telephone: (415) 433-9000
26 Facsimile: (415) 433-9008
27 bsimon@pswlaw.com
28 rretana@pswlaw.com

Plaintiffs' Interim Co-Lead Counsel

By: _____
Rodger R. Cole
rcole@fenwick.com
FENWICK & WEST LLP
801 California Street
Mountain View, CA 94041

STIPULATION OF SETTLEMENT AND
RELEASE

1 DATED: _____, 2016

Samsung Electronics Co., Ltd.

2 BY: _____

3 ITS: _____

4
5 **APPROVED AS TO FORM AND CONTENT:**

6 Dated: February 29, 2016

By: Robert F. Lopez

7 Steve W. Berman
8 Robert F. Lopez
9 HAGENS BERMAN SOBOL SHAPIRO LLP
10 1918 Eighth Avenue, Suite 3300
11 Seattle, WA 98101
12 Telephone: (206) 623-7292
13 Facsimile: (206) 623-0594
14 steve@hbsslaw.com
15 rob@hbsslaw.com

16 By: Daniel L. Warshaw

17 Daniel L. Warshaw
18 PEARSON SIMON & WARSHAW, LLP
19 15165 Ventura Blvd., Suite 400
20 Sherman Oaks, CA 91403
21 Telephone: (818) 788-8300
22 Facsimile: (818) 788-8104
23 dwarshaw@pswlaw.com

24 Bruce L. Simon
25 Robert G. Retana
26 PEARSON SIMON & WARSHAW, LLP
27 44 Montgomery Street, Suite 2450
28 San Francisco, CA 94104
Telephone: (415) 433-9000
Facsimile: (415) 433-9008
bsimon@pswlaw.com
rretana@pswlaw.com

Plaintiffs' Interim Co-Lead Counsel

By: Rodger R. Cole

Rodger R. Cole
rcole@fenwick.com
FENWICK & WEST LLP
801 California Street
Mountain View, CA 94041

28 STIPULATION OF SETTLEMENT AND
RELEASE

Ph: (650) 988-8500
Fax: (650) 938-5200

Tyler G. Newby
tnewby@fenwick.com
FENWICK & WEST LLP
555 California Street, 12th Floor
San Francisco, CA 94104
Telephone: (415) 875-2300
Facsimile: (415) 281-1350

Attorneys for Defendant Carrier IQ, Inc.

By: 

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Rose.Ring@mto.com
Jonathan H. Blavin
Jonathan.Blavin@mto.com
Bryan H. Heckenlively
Bryan.Heckenlively@mto.com
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Facsimile: (415) 512-4077

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Los Angeles, CA 90071-1560
Telephone: (213) 683-9100
Facsimile: (213) 687-3702

*Attorneys for Defendants HTC America, Inc., and
HTC Corporation*

By: _____

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San Francisco, CA 94111
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Facsimile: (415) 591-6091

Ph: (650) 988-8500
Fax: (650) 938-5200

Tyler G. Newby
tnewby@fenwick.com
FENWICK & WEST LLP
555 California Street, 12th Floor
San Francisco, CA 94104
Telephone: (415) 875-2300
Facsimile: (415) 281-1350

Attorneys for Defendant Carrier iQ, Inc.

By: _____

Rosemarie T. Ring
Rose.Ring@mto.com
Jonathan H. Blavin
Jonathan.Blavin@mto.com
Bryan H. Heckenlively
Bryan.Heckenlively@mto.com
MUNGER, TOLLES & OLSON, LLP
560 Mission Street
Twenty-Seventh Floor
San Francisco, CA 94105-2907
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Facsimile: (415) 512-4077

Henry Weissmann
Henry.Weissmann@mto.com
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355 South Grand Avenue,
Thirty-Fifth Floor
Los Angeles, CA 90071-1560
Telephone: (213) 683-9100
Facsimile: (213) 687-3702

*Attorneys for Defendants HTC America, Inc., and
HTC Corporation*

By:  _____

Simon J. Frankel
sfrankel@cov.com
COVINGTON & BURLING LLP
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EXHIBIT A

Or submit your claim online by
Deadline at www.carrieriqsettlement.com.

1

Release of Claims*

Upon the Effective Date, and in consideration of the benefits and other consideration set forth above, the Releasing Parties shall be deemed to have fully, finally, and forever released, relinquished and discharged against each of the Released Parties and all persons acting through, under, or in concert with each such Released Party, all claims in the Action. Specifically, the Releasing Parties shall be deemed to have released any and all past, present or future claims, causes of actions, suits, petitions, demands in law or equity, or any allegations of liability or damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interest, or expenses that have been, may be, or could be asserted in the Action, any complaint filed against any Defendant in an action that was transferred by order of the United States Judicial Panel on Multi-District Litigation in In Re: Carrier IQ, Inc., Consumer Privacy Litigation, MDL No. 2330 or that was otherwise consolidated with the Action ("the Pre-Consolidated Actions"), any subsequent amended complaint filed in this or any related case, or in any other action, court, arbitration, tribunal or administrative body, regardless of whether those claims are based on federal, state or local law, statute, ordinance, regulations, contract, common law, or any other source, that are based upon, arise out of, or are related to or connected with, directly or indirectly, in whole or in part, the facts, activities, or circumstances alleged in any complaint filed in the Action during the Class Period.

Waiver of Known and Unknown Claims. The general releases in the Agreement extend to claims the Releasing Parties do not know or suspect to exist in their favor, which, if known by them, would have materially affected their decisions to enter into this Agreement. The Parties, including the Releasing Parties, understand and acknowledge that they are familiar with California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of this Agreement shall have, expressly waived and relinquished any rights they may have under California Civil Code section 1542 or any other statute or common law principle with a similar effect as to all releases set forth in this Agreement. In connection with such waiver and relinquishment, the Releasing Parties acknowledge that they are aware that, after executing this Agreement, they or their legal counsel or agents may discover Released Claims or facts in addition to, or different from, those which they now know or believe to exist with respect to the subject matter of this Agreement or the Parties hereto, but that it is Plaintiffs' intention hereby to fully, finally, and forever settle and release all of the Released Claims, whether known or unknown, suspected or unsuspected, which now exist, may exist, or heretofore may have existed against the Released Parties.

***All capitalized terms shall have the same meaning as in the Stipulation of Settlement and Release, available at www.carrieriqsettlement.com.**

EXHIBIT B



**IN RE CARRIER IQ, INC., CONSUMER PRIVACY LITIGATION
SUGGESTED NOTICE PLAN**

Print Publication	Imps / Circ
Paid Newspapers	
USA Today	
Magazines	
People	
PAID ONLINE ADVERTISING	
Search Advertising	
Text link Search Ads on Google, Yahoo/Bing	
Mgmt fee	
Google Display Network - Managed Placement to Youtube.com	
Banner ad units targeted through Google Display Network's managed placement on www.youtube.com. Gilardi will effort to use targeting related to mobile phone reviews and/or consumer privacy issues related to mobile phones	
Banner Advertising	
Display - Mobile Targeting - Mobile Targeting reaching individuals across mobile web and app	5,333,333
National (English) - Run of Network Advertising with Data Overlay Targeting Adult Cell Phone Owners 18+ yrs old	225,000,000
National (Spanish) - Run of Network Advertising with Data Overlay Targeting Adult Cell Phone Owners 18+ yrs old	12,000,000
Facebook Exchange - Targeting individuals 18+ yrs old who show interest in mobile phones and/or consumer privacy	16,000,000
Total Impressions:	258,333,333
Frequency Cap - Unique IP Addr:	2
Total Impressions - Unique IP Addr:	129,166,667
Twitter Promoted Tweet Campaign	
Promoted Tweets delivered over 30 to 60 day period, targeting by mobile phone interest and/or consumer privacy interest (estimated to deliver approx. 3 million impressions)	
SUBTOTAL ONLINE:	
SOCIAL MEDIA OUTREACH	
Facebook	
Develop and maintain case-specific Facebook Page with links to the case website. Staff will respond to inquiries with approved language from the parties or the court approved notice.	
Twitter	
Identify accounts of influencers and potential class members. Staff will draft and submit tweet language consistent with approved notice and scheduled daily dissemination with unique hashtag for tracking of tweet reach.	
SUBTOTAL OUTREACH:	
NEWSWIRE	
1x Press Release through PR Newswire to USA-1 (US Nationwide PR Distribution List)	